TERMINATION AND RELEASE AGREEMENT

This Termination and Release Agreement (the "Agreement") is made and entered into as of June 30, 2015 by and between Porter Novelli Public Services ("Porter Novelli") and the Indiana Economic Development Corporation ("IEDC"). Porter Novelli and the IEDC are referred to collectively as the "Parties" and each individually as a "Party." This Agreement shall be deemed effective as of the date that all of the Parties have delivered executed counterparts of this Agreement (the "Effective Date").

WHEREAS, on or about May 13, 2015, the IEDC and Porter Novelli executed a Professional Services Agreement effective April 1, 2015 (the "Contract") to provide certain services to the IEDC (the "Services");

WHEREAS, although the IEDC is very pleased with the work performed by Porter Novelli and would highly recommend Porter Novelli without reservation to any entity in either the public or private sector, the IEDC has decided to terminate the Contract; and,

WHEREAS, the Parties, each having found no fault with the other's performance under the Contract, mutually wish to terminate the Contract, and to resolve all of the claims that could have been asserted relating to, or arising under, the Contract.

NOW THEREFORE, for and in consideration of the agreements, promises, releases, covenants, and representations made by the Parties in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Consideration and Termination.

- 1.1 The Parties mutually agree that the Contract will terminate effective June 30, 2015 (the "Termination Date"). Except as expressly provided herein, the Contract will terminate according to its terms.
- 1.2 In order to effectuate early termination of the Contract, the Parties expressly waive the provisions of paragraph 19(A) of the Contract.
- 1.3 In full satisfaction of its payment obligations under the Contract, and as adequate consideration for the Contract's early termination, the IEDC agrees to pay to Porter Novelli \$365,000.00 (the "Early Termination Amount") no later than July 30, 2015.

2. Mutual Releases/Representations.

2.1 In consideration of the mutual agreements, promises, covenants, and representations of the Parties under this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Porter Novelli, for and on behalf of itself, and all of its past, present and future officers, directors, employees, agents, representatives, attorneys, predecessors, successors and assigns (collectively, the "Porter Novelli Releasors"), hereby irrevocably, unconditionally and generally release, acquit and forever discharge the IEDC, its subsidiaries (direct or indirect), parents, affiliates, predecessors, successors, assigns, trustees, executors and administrators including, but not limited to, all past, present and future officers, directors, shareholders, employees, agents, representatives, attorneys,

insurers and partners (collectively, the "IEDC Released Group") from any and all claims, rights, debts, demands, suits, dues, accounts, reckonings, judgments, covenants, contracts, agreements, promises, representations, damages, liabilities, attorneys' fees, causes of action, of any kind whatsoever, whether by common law, statute, contract, promise, admission, tort or otherwise, in law or in equity, including, without limitation the claims that could have been asserted in connection with the Contract including, but not limited to, claims for breach of contract, attorneys' fees and collection costs, and any and all other claims, rights or causes of action whatsoever that may exist against any person or entity whatsoever, that any or all of the Porter Novelli Releasors has, ever had, may have or hereafter might have, known or unknown, now existing or that might arise or accrue hereafter, for or because of any event, act, omission, or matter or thing done, omitted or suffered to be done from the beginning of time through and including the Effective Date of this Agreement.

- 2.2 The Porter Novelli Releasors hereby represent and warrant that none of them has assigned or otherwise conveyed, in whole or in part, to any other person or entity, any claim or right, or any part thereof, that any of the Porter Novelli Releasors has, may have, or had that is released in this Agreement. The Porter Novelli Releasors further represent that they own all of the claims and rights being released pursuant to this Agreement.
- 2.3 In consideration of the mutual agreements, promises, covenants, and representations of the Parties under this Agreement, including, but not limited to, payment of the Early Termination Amount, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the IEDC, for and on behalf of itself, and all of its past, present and future officers, directors, employees, agents, representatives, attorneys, predecessors, successors, assigns, subsidiaries and affiliates (collectively, the "IEDC Releasors"), hereby irrevocably, unconditionally and generally, release, acquit and forever discharge Porter Novelli, its subsidiaries (direct or indirect), parents, affiliates, predecessors, successors, assigns, trustees, executors and administrators including, but not limited to, all past, present and future officers, directors, shareholders, employees, agents, representatives, attorneys, insurers and partners (collectively, the "Porter Novelli Released Group") from any and all claims, rights, debts, demands, suits, dues, accounts, reckonings, judgments, covenants, contracts, agreements, promises, representations, damages, liabilities, attorneys' fees, causes of action, of any kind whatsoever, whether by common law, statute, contract, promise, admission, tort or otherwise, in law or in equity, including, without limitation the claims that could have been asserted in connection with the Contract, including, but not limited to, claims for breach of contract, attorneys' fees and collection costs, and any and all other claims, rights or causes of action whatsoever that may exist against any person or entity whatsoever, that any or all of the IEDC Releasors has, ever had, may have or hereafter might have, known or unknown, now existing or that might arise or accrue hereafter, for or because of any event, act, omission, or matter or thing done, omitted or suffered to be done from the beginning of time through and including the Effective Date of this Agreement.
- 2.4 The IEDC Releasors hereby represent and warrant that none of them has assigned or otherwise conveyed, in whole or in part, to any other person or entity, any claim or right, or any part thereof, that any of the IEDC Releasors has, may have, or had that is released in this Agreement. The IEDC Releasors further represent that they own all of the claims and rights being released pursuant to this Agreement.

2.5 Porter Novelli and the IEDC each represents and warrants that it is duly incorporated under the laws of the jurisdiction under which it is formed, that it is in good standing and it is empowered under such laws to enter into, and be bound by, this Agreement. Each person who is a signatory hereto warrants and represents personally that he or she is authorized to sign this Agreement and bind the Party on whose behalf such person has signed this Agreement.

3. Covenant Not to Sue.

Each Party represents that it has not filed, or permitted to be filed, against any other Party, any claims, liens, charges, lawsuits, actions, arbitrations or other proceedings. Each Party further covenants and agrees that it will not file, or permit to be filed, any claims, liens, charges, lawsuits, actions, arbitrations or other proceedings against any other Party at any time hereafter, in connection with the subject matter of this Agreement, except as may be necessary to enforce this Agreement. Nothing in this section shall limit either Party's right to seek indemnity from the other pursuant to paragraph 22 of the Contract.

4. Confidentiality.

- 4.1 Except as expressly provided in this Agreement, the Parties reiterate and agree to abide by their obligations under paragraph 10 of the Contract, titled "Confidentiality of Information." Further, the Parties agree that, notwithstanding paragraph 10(D) of the Contract, the Parties' obligations under the remainder of paragraph 10 of the Contract shall not expire, and shall continue in perpetuity. For purposes of that paragraph 10 of the Contract, the Parties agree that all information exchanged between the Parties related to the Contract, excepting the executed Contract itself and this executed Agreement, but specifically including without limitation any and all trade secrets and deliberative materials provided by Porter Novelli to the IEDC or by the IEDC to Porter Novelli pursuant to the Contract or this Agreement, shall be deemed confidential information.
- 4.2 The Parties further agree that this Agreement contains a complete and accurate statement of the Parties' motivations in terminating the Contract, and neither Party shall make any public statement inconsistent with any term, provision, or recital in this Agreement.

5. No Admission of Liability or Wrongdoing.

This Agreement, and the discussions leading up to this Agreement, shall not be construed or interpreted as an admission of any wrongdoing by either Party.

6. Termination and Effect of Termination.

6.1 In the event that either Party breaches any provision of this Agreement, the non-breaching party shall have the right, unilaterally and immediately, to terminate this Agreement by written notice to the breaching party. Each Party shall have the right, unilaterally and immediately, to terminate this Agreement by written notice to the other party if any official, officer, director, employee, contractor, agent, representative, attorney, assign, subsidiary or

affiliate takes any action, or makes any statement, that would constitute breach of this Agreement had such action or statement been taken or made by the Party itself.

- 6.2 Subject to the limitations and reservations set forth in paragraphs 6.3 and 6.4 of this Agreement, which shall survive any termination of this Agreement, the effect of either Party's termination of this Agreement pursuant to paragraph 6.1 of this Agreement shall be to cancel this Agreement in its entirety, and thereby to reinstate the Contract in its entirety, specifically including but not limited to all provisions contained in paragraph 19(A) of the Contract.
- **6.3** In the event of this Agreement's termination by either Party pursuant to Paragraph 6.1 of this Agreement, (i) Porter Novelli shall have no obligation to return to the IEDC any money paid by the IEDC to Porter Novelli pursuant to paragraph 1.3 of this Agreement, and (ii) the 90 day initial term of the Contract described in paragraph 19(A) of the Contract shall be deemed to have been tolled for the entire period that this Agreement shall have been in effect, beginning on the Effective Date and ending on the date of termination of this Agreement.
- 6.4 In the event of this Agreement's termination pursuant to paragraph 6.1 of this Agreement, the terminating party shall be released from all confidentiality and disclosure obligations and limitations under this Agreement and the Contract, including without limitation under paragraph 4 of this Agreement and paragraphs 10 and 27 of the Contract. In the event of such termination by either Party, any prior payments by the IEDC to Porter Novelli will be taken solely as satisfaction of the IEDC's obligation to pay Porter Novelli for the Services performed pursuant to the Contract and shall not offset liability for any injury that either Party may suffer by reason of the other Party's breach of this Agreement, for which the breaching Party would remain additionally liable in accordance with the Contract and applicable law.

7. Miscellaneous.

- 7.1 This Agreement represents the entire agreement by and between the Parties and supersedes the terms and content of all prior contracts, agreements, negotiations, discussions, settlements and understandings, whether oral or in writing, regarding the subject matter of this Agreement, to the extent inconsistent with this Agreement. For the avoidance of doubt, paragraphs 8, 9, 10, 11, 22, and 27 of the Contract shall survive except as provided in or inconsistent with this Agreement. The Parties acknowledge that they have not relied on any representation or statement, written or oral, not set forth in this Agreement.
- 7.2 The provisions of this Agreement may not be waived, altered or amended, in whole or in part, except expressly in a writing signed by all Parties.
- 7.3 This Agreement shall not be construed against the Party preparing it, but shall be construed as if the Parties jointly prepared it.
- 7.4 This Agreement shall be binding upon and inure to the benefit of each of the Parties and their successors and assigns. Each Party to this Agreement acknowledges that it fully understands the provisions of this Agreement and their effect and that it is signing this Agreement voluntarily and free from duress.

7.5 All notices and other communications made between the Parties, whether pursuant to this Agreement or otherwise, shall be made in writing and shall be deemed to have been duly given if delivered to the addresses set forth below by certified or overnight mail.

If to Porter Novelli:

Porter Novelli Public Services 1615 L Street NW, Suite 1150 Washington, DC 200036 Attention: Jennifer Swint

If to the IEDC:

INDIANA ECONOMIC DEVELOPMENT CORPORATION One North Capitol Avenue, Suite 700 Indianapolis, IN 46204-2288 Attn: General Counsel

- 7.6 This Agreement may be executed in counterparts by facsimile, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- 7.7 This Agreement is governed by and shall be construed under the laws of the State of Indiana, without reference to such state's conflict of laws provisions.

*******THE NEXT PAGE IS THE SIGNATURE PAGE******

IN WITNESS WHEREOF, the Parties hereto have executed, or caused their respective duly authorized representative or agent to execute, this Agreement effective as of the Effective Date.

Porter Novelli Public Services

Name: Brad MacAfee

Title: President, North America, Senior Partner

Date: July, 1 2015

INDIANA ECONOMIC DEVELOPMENT CORPORATION

Name: Chris W. Cotterill

Title: General Counsel

Date: 7